

LOG NUMBERS

BGT.

, 8/28/14 CEO 2005 28 55, SEP 12 2014

EXECUTIVE/COUNCIL APPROVAL FORM**MANAGEMENT ROUTING:****TO: COUNCIL CHAIRPERSON:**

EXECUTIVE John Lovick
 EXEC. DIR. Lenda Crawford
 DIRECTOR/ELECTED Steve Thomsen, P.E.
 DEPARTMENT Public Works
 DIV. MGR. Debbie Terwilleger
 DIVISION Surface Water Mgmt.
 ORIGINATOR Kent Barbeau
 DATE 8/27/2014 EXT. 6459

SNOHOMISH COUNTY COUNCIL**EXECUTIVE RECOMMENDATION:**

☒ Approve ☐ No Recommendation
☐ Further Processing
☐ Requested By

Lenda Crawford 9/12/14
 Executive Office Signature
 CEO Staff Review Cep 9/12/14
 Received at Council Office RT 2:30pm 9/12/14

DOCUMENT TYPE:

☐ BUDGET ACTION:
☐ Emergency Appropriation
☐ Supplemental Appropriation
☐ Budget Transfer
☐ CONTRACT:
☐ New
☐ Amendment

☐ GRANT APPLICATION
☒ ORDINANCE
☐ Amendment to Ord. #
☐ PLAN
☐ OTHER

DOCUMENT / AGENDA TITLE:

Amendment No.1 to the Interlocal Agreement (ILA) Between Snohomish County and the Snohomish Conservation District implementing a program for managing, distributing, and expending revenues from the assessment imposed by Ordinance No. 09-082

APPROVAL AUTHORITY:

EXECUTIVE ☐ COUNCIL ☒
 CITE BASIS RCW 39.34, SCC 3.04.140(8)

HANDLING: NORMAL ☐ EXPEDITE ☒ URGENT ☐ DEADLINE DATE 10/31/14

PURPOSE:

To authorize the County Executive to sign Amendment No.1 to ILA with the Snohomish Conservation District to allow the County to extend its program for managing, distributing, and expending assessment revenues for an additional five years.

BACKGROUND:

- RCW 89.08.400 provides for special assessments to finance activities of a conservation district which may be proposed by the district and imposed for a period or periods each not to exceed ten years by the legislative authority of the county in which the district is located.
- On November 23, 2009, Council adopted Amended Ordinance 09-082, approving a system of assessments for natural resource conservation purposes on all non-exempt real property located within Snohomish Conservation District and Snohomish County for a five-year period beginning in 2010.
- On December 11, 2009, Council approved an agreement between the County and the Conservation District for implementation of a program for managing, distributing, and expending revenues, through December 31, 2014, from the assessment imposed pursuant to RCW 89.08.400 by Ordinance No. 09-082.
- Council approval is currently being sought for Ordinance No. 14-___, approving a system of assessments for natural resource conservation purposes on all non-exempt real property located within Snohomish Conservation District and Snohomish County for an additional five-year period beginning in 2015

BACKGROUND:

- The County and the District wish to extend the duration of the original agreement, for the implementation of a program for managing, distributing, and expending revenues from the assessments, an additional five years to coincide with the duration of the special assessment, pending adoption under proposed Ordinance No. 14-____.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
	n/a		
TOTAL	0		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
	n/a		
TOTAL	0		

DEPARTMENT FISCAL IMPACT NOTES:

No net cost to the county.

BUDGET REVIEW: gm Analyst SD Administrator RK Recommend Approval C

CONTRACT INFORMATION:

ORIGINAL X CONTRACT # _____ AMOUNT \$ _____
 AMENDMENT X CONTRACT # _____ AMOUNT \$ _____

CONTRACT PERIOD:

ORIGINAL Start 1/1/2010 End 12/31/2014
 AMENDMENT Start 1/1/2015 End 12/31/2019

CONTRACT / PROJECT TITLE:**Amendment No.1 to the Interlocal Agreement Between Snohomish County and the Snohomish Conservation District**

CONTRACTOR NAME & ADDRESS (City/State only):

APPROVED:RISK MANAGEMENT Yes _____ No N/A

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes X No _____**OTHER DEPARTMENTAL REVIEW / COMMENTS:****ELECTRONIC ATTACHMENTS :** (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

G:\ECAF\Dept06_pw\SWMSCD_ILA_Amendment_No.1_ECAF.doc
 G:\ECAF\Dept06_pw\SWMSCD_ILA_Amendment_No.1_Ordinance.doc

NON-ELECTRONIC ATTACHMENTS:

1. Ordinance No. 14-__
2. Amendment No.1 (2 originals)
3. Original ILA

1 Adopted: _____, 2014
2 Effective: _____, 2014
3
4

5 SNOHOMISH COUNTY COUNCIL
6 Snohomish County, Washington
7

8 ORDINANCE NO. 14-____
9

10 APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN
11 AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
12 COUNTY AND THE SNOHOMISH CONSERVATION DISTRICT
13
14

15 WHEREAS, Snohomish County ("County") and the Snohomish Conservation District
16 ("District") executed an agreement entitled "Interlocal Agreement Between Snohomish County,
17 Washington and Snohomish Conservation District January 1, 2010 – December 31, 2014" (the
18 "Original Agreement") on December 11, 2009; and
19

20 WHEREAS, the Original Agreement set forth the mutual understanding of the County
21 and the District for implementation of a program for managing, distributing, and expending
22 revenues from the assessment imposed pursuant to RCW 89.08.400 by Ordinance No. 09-082;
23 and
24

25 WHEREAS, the Snohomish County Council held a public hearing on September __,
26 2014, and adopted Ordinance No. 14-____, approving a system of assessments for natural
27 resource conservation purposes on all non-exempt real property located within Snohomish
28 Conservation District and Snohomish County for a five-year period beginning in 2015; and
29

30 WHEREAS, Ordinance No. 14-____ authorizes the County and the District to enter into
31 agreements providing for County review and approval of District work plans and budgets to
32 coordinate programs for managing and conserving natural resources funded by the special
33 assessment; and
34

35 WHEREAS, the County and the District wish to extend the duration of the Original
36 Agreement an additional five years to coincide with the duration of the special assessment
37 adopted under Ordinance No. 14-____; and
38

39 WHEREAS, the County held a public hearing on _____, 2014, to consider
40 approving Amendment No. 1 to the Interlocal Agreement Between Snohomish County,
41 Washington and Snohomish Conservation District dated December 11, 2009.
42

43 NOW, THEREFORE, BE IT ORDAINED:
44

45 Section 1. The County Council hereby adopts the foregoing recitals as findings of fact
46 and conclusions as if set forth in full herein.
47

48 Section 2. The Snohomish County Council approves and authorizes the Snohomish

1 County Executive, or designee, to execute Amendment No. 1 to the Interlocal Agreement
2 between Snohomish County and the Snohomish Conservation District, in substantially the form
3 attached hereto as Exhibit A.

4
5 PASSED this ____ day of _____, 2014.
6
7

8
9 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

10
11
12 _____
13 Clerk of the Council

Council Chair

14
15 () APPROVED

DATE: _____

16
17 () EMERGENCY

18
19 () VETOED

John Lovick
County Executive

20
21
22 ATTEST: _____
23
24

25 Approved as to form only:

26 
27 8/15/14
28 Deputy Prosecuting Attorney
29

**AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY, WASHINGTON
AND SNOHOMISH CONSERVATION DISTRICT**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY, WASHINGTON AND SNOHOMISH CONSERVATION DISTRICT (the "First Amendment") is made and entered into this ____ day of _____, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Snohomish Conservation District (the "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the County and the District executed an agreement entitled "Interlocal Agreement Between Snohomish County, Washington and Snohomish Conservation District January 1, 2010 – December 31, 2014" (the "Original Agreement") on December 11, 2009, recorded under Snohomish County Auditor's File No. 2009121800042; and

WHEREAS, the Snohomish County Council adopted Ordinance No. 09-082 on November 23, 2009, to impose a system of special assessments pursuant to RCW 89.08.400; and

WHEREAS, the Original Agreement set forth the mutual understanding of the County and the District for implementation of a program for managing, distributing, and expending revenues from the assessment imposed by Ordinance No. 09-082; and

WHEREAS, the District filed with the Snohomish County Council a proposal for special assessments to be imposed by the Council for an additional five year period beginning in 2015; and

WHEREAS, the Snohomish County Council on _____, 2014, adopted Ordinance No. 14-____ to impose a system of special assessments pursuant to RCW 89.08.400 beginning in 2015; and

WHEREAS, the County and the District wish to extend the duration of the Original Agreement an additional five years to coincide with the duration of the special assessment adopted by Ordinance No. 14-____ to set forth the mutual understanding of the County and the District for implementation of a program for managing, distributing, and expending revenues from the assessment imposed by Ordinance No. 14-____;

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section II, subsection A of the Original Agreement is amended to read as follows:

A. This Agreement shall commence January 1, 2010, and terminate December 31, 2019, unless otherwise modified or terminated in accordance with the terms of this Agreement.

Section 2. Section IV, subsection B of the Original Agreement is amended to read as follows:

B. Except as may be provided in annual work plans, this Agreement does not affect the interlocal agreement entered into by the District and County on June 24, 2008, and the subsequent interlocal agreement entered into by the District and County on October 12, 2012, which agreements support certain conservation programs and activities of the District between January 1, 2008, and December 31, 2017. The County and the District may by separate agreement provide for the use of funds obtained from the Assessment to support conservation programs and activities of the County during the term of this Agreement.

Section 3. Section VII, subsection C of the Original Agreement is amended to read as follows:

C. Transfer of Assessment Funds

Following approval of an annual work plan by the County Council, the Assessment funds associated with the approved annual work plan will be transferred to the District in two allotments, less any county administration and collection costs provided for in this Agreement. The first payment will be made to the District by June 1 and the second payment will be made to the District by December 1. All Assessment funds collected and transferred to the District during the term of this agreement shall be expended by December 31, 2019, unless otherwise agreed by the parties.

Section 4. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

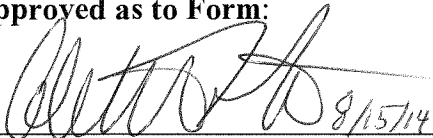
By _____
Name: _____
Title: _____

DISTRICT:

Snohomish Conservation District, a municipal
corporation of the State of Washington

By Mark Craven
Name: Mark Craven
Title: Chair

Approved as to Form:


8/15/14
Deputy Prosecuting Attorney

Approved as to Form:

District Attorney

INTERLOCAL AGREEMENT
BETWEEN
SNOHOMISH COUNTY, WASHINGTON
AND
SNOHOMISH CONSERVATION DISTRICT
January 1, 2010- December 31, 2014

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between Snohomish County (hereinafter "County"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of the County's natural resources; and

WHEREAS, the District and County are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the District's boundaries include all of the unincorporated County areas as existed in 1941 and cities located within the County that have since joined the District; and

WHEREAS, for over 60 years the District has assisted landowners and local governments as they face resource management challenges relating to agriculture, water quality, and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and County financial resources; and

WHEREAS, RCW 89.08.400 authorizes the County to impose a special assessment on land within the District to fund District programs and activities; and

WHEREAS, District activities and programs to be funded by the proposed assessment include promotion of sustainable agriculture and farmland preservation, including supporting efforts to reduce the conversion of farmland to other uses and educating urban, suburban, and rural residents (including youth) on the importance of local agriculture and the value of farmland preservation; farm planning and water quality improvements, including providing farm planning and technical assistance in best management practices (BMP) implementation and enhancing financial support; natural resource management, including permit and other assistance to enhance critical resource management areas and participating in salmon recovery and other natural resource conservation planning efforts; county-wide information and education, including providing youth education programs, assisting the County and governmental entities, educating landowners regarding wildland fire prevention and risk through the "Firewise" program, and promoting stewardship, backyard conservation, and sustainable living; and urban conservation, including providing technical services and financial assistance to urban and suburban landowners and supporting city natural resource conservation efforts; and

WHEREAS, the District has outlined long term goals and objectives in its Long Range Plan; and

WHEREAS, the County shares responsibility for conserving and managing the County's natural resources; and

WHEREAS, the District and County support and concur in the need to continually refine and coordinate their long and short term goals, objectives, and programs for managing and conserving the County's natural resources; and

WHEREAS, the District and County have previously entered into contracts providing for natural resource management activities and believe that continuation of a contractual relationship is in the best interest of the County and its citizens; and

WHEREAS, the revenue from special assessments imposed by the County pursuant to RCW 89.08.400 will allow the District to work in partnership with the County and participating cities to obtain grant funding and support the County and other local governments in addressing requirements of the National Pollutant Discharge Elimination System (NPDES), Endangered Species Act (ESA) listing of salmon species, and other natural resource protection requirements and needs, including the protection and conservation of farmlands; and

WHEREAS, the Snohomish County Council adopted Ordinance No. 09-082 on November 23, 2009, to impose a system of special assessments pursuant to RCW 89.08.400 (hereinafter the "Assessment"); and

WHEREAS, this Agreement describes and defines the mutual understanding of the parties made with the intention of implementing a program for managing, distributing, and expending revenues from the Assessment imposed by Ordinance No. 09-082;

NOW, THEREFORE, the District and County mutually agree as follows:

1. PURPOSE

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the County and the District to promote, facilitate, and undertake certain conservation programs and activities to be funded, in whole or in part, by the Assessment.

C. This Agreement shall be implemented through annual work plans as provided in Articles VI and VII.

II. DURATION OF AGREEMENT

A. This Agreement shall commence January 1, 2010, and terminate December 31, 2014, unless otherwise modified or terminated in accordance with the terms of this Agreement.

B. The activities described in Appendix 1-2010 that are performed after June 1, 2010, shall be eligible for funding under this Agreement.

III. COUNTY ADMINISTRATION AND COLLECTION COSTS

In accordance with RCW 89.08.400(4), the County Treasurer shall be entitled to deduct from the collected Assessment, and transfer to the County, amounts sufficient to cover in full the costs incurred by the County Treasurer and Assessor in spreading and collecting the Assessments, as established by the County Council in its sole discretion, provided that the amounts deducted shall not exceed the actual costs of such work.

IV. FUNDING

A. Funds for the annual resource management and conservation programs provided for in this Agreement shall be obtained from the Assessment as imposed and collected by the County on eligible properties. The District shall endeavor to seek and obtain, whenever possible, grants and other external funding sources to support the projects included in the programs.

B. Except as may be provided in annual work plans, this Agreement does not affect the interlocal agreement entered into by the District and County on June 24, 2008, which agreement supports certain conservation programs and activities of the District between January 1, 2008, and December 31, 2012. The County and the District may by separate agreement provide for the use of funds obtained from the Assessment to support conservation programs and activities of the County during the term of this Agreement.

V. ADVISORY COMMITTEE

In accordance with RCW 89.08.210, the County and any municipality within the District may designate a representative to advise and consult with the District on

questions of programs and policy which may affect the property, water supply, or other interests of the County or such municipality. The District will appoint such advisory committee(s) as may be needed to assure the availability of appropriate channels of communication to the District Board of Supervisors, to persons affected by District operations, and local, regional, state and interstate special-purpose districts and agencies responsible for community planning, zoning, or other resource development activities. The District shall keep such committees informed of its work, and such advisory committees shall submit recommendations from time to time to the Board of Supervisors.

VI. RESPONSIBILITIES OF THE DISTRICT

A. Annual Work Plans

This Agreement shall be implemented through annual work plans. The County and District shall negotiate annual work plans and budgets for each year of this Agreement, which plans and budgets will coordinate and describe the conservation programs and activities to be undertaken using funds obtained from the Assessment. The first annual work plan and budget is set out in Exhibit 1-2010, attached hereto and incorporated herein by this reference, which shall take effect on June 1, 2010. Subsequent annual work plans will be attached to this Agreement labeled as Exhibit 1-2011 (or subsequent year) as provided in Article VII.

B. Future Work Plans

On or before August 1 of each year, the District will submit to the County, through the County Executive and Council, a proposed annual work plan and budget that describes the District's conservation programs and activities proposed to be undertaken by the District with funds obtained from the Assessment in the succeeding year. The work plans will be coordinated with County conservation programs and activities and approved by the County as provided in Article VII. The District shall actively involve constituents and partners in the development of proposed annual work plans.

C. Program Reporting

On or before January 30 of each year, the District shall prepare and submit to the County, through the County Executive and Council, an annual report which shall

summarize the work performed, expenditures incurred, and revenues collected during the preceding year; evaluate the performance and results of the work performed; and estimate the projected revenues and expenditures for the next year. Annual reports shall be submitted to the County and to any advisory committee(s) appointed by the District. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date, including expenditure data and monitoring data or performance indicators that reflect the effectiveness of each program element.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.
3. An accounting of the revenues compared with expenditures for the current reporting period and as projected for the next reporting period.

VII. RESPONSIBILITIES OF THE COUNTY

A. Cooperation with the District

The County shall assist the District in a timely manner in the preparation, review, modification, and approval of annual work plans, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

B. Review and Approval of Annual Work Plans

1. The District will submit its proposed annual work plan for each year after 2010 to the County Executive and County Council by August 1 of the preceding year. The County Council will approve the annual work plan or return the annual work plan to the District for modification by December 15 of that year, provided that a proposed annual work plan will be deemed approved if not acted on by the Council by December 1. Upon approval by the Council, each annual work plan shall be attached to this Agreement labeled as Exhibit 1-2011 (or subsequent year).

2. The annual assessment for any year after 2010 may be amended or repealed on or before January of that year if, after conducting a public hearing, the County finds that the public interest will not be served by imposition of the special assessment or that the assessment imposed exceeds the special benefit that the lands receive or will receive from the special assessment.

C. Transfer of Assessment Funds

Following approval of an annual work plan by the County Council, the Assessment funds associated with the approved annual work plan will be transferred to the District in two allotments, less any county administration and collection costs provided for in this Agreement. The first payment will be made to the District by June 1 and the second payment will be made to the District by December 1. All Assessment funds collected and transferred to the District during the term of this agreement shall be expended by December 31, 2014, unless otherwise agreed by the parties.

VIII. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the County and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

IX. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures of the Assessment funds. The accounting records shall provide for a separate recording and reporting of all Assessment fund receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of County or the State Auditor upon request. Annual State Auditor reports, if not required shall be requested. State Auditor reports shall be provided to the County Executive within 10 days of receipt. Financial records shall be preserved and made available to the County and its agents for a period of six years after the last

expenditure of funds, or in the event of an audit, records shall be kept until the audit is completely resolved.

X. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

A. Variations in Revenues and Expenditures

The amount of revenue collected each year may vary from the estimate provided in the corresponding annual work plan. Accordingly, the parties understand and acknowledge that the expenditures may vary from the proposed annual work plan and budget as necessary to comply with actual revenues. Variations in total expenditures for any given year of up to ten percent (10%) do not require County approval. Variations over 10 percent (10%) for any given year must be approved by the County, through the County Executive or Council.

B. Changes in Approved Projects or Program Activities

The County, through the County Executive or Council, must approve the removal of projects of program activities or adding new ones for an approved annual work plan. Changes in expenditures shall be treated as provided in Paragraph A of this article.

C. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the annual work plan or budget for these reasons shall be treated as provide in Paragraph A of this article.

XL TERMINATION

This Agreement shall automatically terminate if for any reason the Assessments authorized by the County is modified or repealed.

XII. PROPERTY

Title to property purchased by the District in carrying out an annual work plan shall vest in the District.

XIII. GENERAL PROVISIONS

A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the County by delivery to the Snohomish County Executive, 3000 Rockefeller Ave# MS407, Everett, WA 98201, and the Snohomish County Council, 3000 Rockefeller Ave, Everett, WA 98201. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Chair of the Board of Supervisors of the District and to the District Manager, 528-91" Ave. NE. Lake Stevens, WA 98258.

B. Compliance with Laws

The District shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District agrees to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

C. Indemnification

The District agrees to protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the District, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the County.

D. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent by the County.

E. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the County. The District specifically has the right to direct and control the District's own activities in implementing annual work plans in accordance with the terms of this Agreement. The County shall only have the right to ensure performance.

F. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XIV. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District in fulfilling its responsibilities otherwise defined by law.

B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law. The County's obligations after December 31, 2010, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

C. The District shall cause this Agreement to be recorded with the Snohomish County Auditor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this 20th day of November, 2009

By: _____
Duane Weston, Chair
Snohomish Conservation District

SNOHOMISH COUNTY

Accepted and executed this ____ day of _____, 2009

By: _____
Aaron Reardon
Snohomish County Executive